Company Tracking Number: VLO-0799-M1

TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: Fixed Account Endorsement

Project Name/Number: /

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Fixed Account Endorsement SERFF Tr Num: NWPA-126658733 State: Arkansas

TOI: L06G Group Life - Variable SERFF Status: Closed-Approved- State Tr Num: 45876

Closed

Sub-TOI: L06G.002 Single Life - Flexible

Premium

Filing Type: Form Reviewer(s): Linda Bird

Authors: Amy Burchette, Sandra Disposition Date: 06/15/2010 Davies, Dan Gallion, Cindy Malloy, Carrie Ruhlen, Georgia Sollars,

Drema Wallace, EDS EDSSupport,

Co Tr Num: VLO-0799-M1

Leslie Hernandez

Date Submitted: 06/04/2010 Disposition Status: Approved-

Closed

State Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 06/11/2009

Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Overall Rate Impact: Group Market Type: Employer

Filing Status Changed: 06/15/2010 Explanation for Other Group Market Type:

State Status Changed: 06/15/2010

Deemer Date: Created By: Dan Gallion

Submitted By: Carrie Ruhlen Corresponding Filing Tracking Number:

Filing Description:

Re: Form VLO-0799-M1, Amendatory Endorsement for Fixed Account

NAIC #66869

Enclosed for filing, subject to your approval, is form VLO-0799-M1, Amendatory Endorsement for Fixed Account. This is

Company Tracking Number: VLO-0799-M1

TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: Fixed Account Endorsement

Project Name/Number:

a new form and will not replace any existing form. This Endorsement will be used in conjunction with our Group Flexible Premium Variable Universal Life Insurance Certificate, form VLO-520, which was approved by your Department on 03-18-99.

The purpose of this Endorsement is to allow for the use of the Fixed Account by a specifically designated Corporate Client who needs this fixed option as part of the management of their plan.

We have amended our Actuarial Memorandum to include a description of our method of handling interest crediting to the policies with allocations to the Fixed Account.

The Flesch score attained for this Endorsement is 48.9; however, when combined with the Policy, you have our assurance that the score is greater than 50.

This form has been approved in our state of domicile (Ohio), effective June 11, 2009.

We look forward to receiving your approval on this Endorsement. If you need anything further, please let us know.

Sincerely,

Dan Gallion Specialist

NF Regulatory Filings & Operations Team, 1-33-102

Phone: (614) 249-8116 Fax: (614) 249-2112

E-Mail: galliod@nationwide.com

DG

Enclosures:

- 1. Form VLO-0799-M1, Amendatory Endorsement for Fixed Account
- 2. Actuarial Memorandum
- 3. Certification

Company and Contact

Filing Contact Information

Dan Gallion, Compliance Specialist galliod@nationwide.com

Company Tracking Number: VLO-0799-M1

TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: Fixed Account Endorsement

Project Name/Number: /

One Nationwide Plaza 614-249-8116 [Phone] 1-33-102 614-249-1199 [FAX]

Columbus, OH 43215

Filing Company Information

Nationwide Life Insurance Company CoCode: 66869 State of Domicile: Ohio

One Nationwide Plaza Group Code: 140 Company Type: 1-10-03 Group Name: State ID Number:

Columbus, OH 43215 FEIN Number: 31-4156830

(800) 882-2822 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes

Fee Explanation: \$50.00 per form/1 form

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Nationwide Life Insurance Company \$50.00 06/04/2010 37001431

Company Tracking Number: VLO-0799-M1

TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: Fixed Account Endorsement

Project Name/Number:

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------|------------|------------|----------------|
| Approved- | Linda Bird | 06/15/2010 | 06/15/2010 |
| Closed | | | |

Company Tracking Number: VLO-0799-M1

TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: Fixed Account Endorsement

Project Name/Number: /

Disposition

Disposition Date: 06/15/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: VLO-0799-M1

TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: Fixed Account Endorsement

Project Name/Number: /

Schedule Item Schedule Item Status Public Access

Supporting DocumentFlesch CertificationYesSupporting DocumentApplicationNoSupporting DocumentLife & Annuity - Acturial MemoNoFormFixed Account EndorsementYes

Company Tracking Number: VLO-0799-M1

TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: Fixed Account Endorsement

Project Name/Number: /

Form Schedule

Lead Form Number: VLO-0799-M1

| Schedule | Form | Form Type Form Name | Action | Action Specific | Readability | Attachment |
|----------|-----------|---------------------------|---------|-----------------|-------------|-------------|
| Item | Number | | | Data | | |
| Status | | | | | | |
| | VLO-0799- | Policy/Cont Fixed Account | Initial | | 48.900 | VLO-0799-M1 |
| | M1 | ract/Fratern Endorsement | | | | Amendatory |
| | | al | | | | Endorsement |
| | | Certificate: | | | | - New |
| | | Amendmen | | | | General |
| | | t, Insert | | | | Version 04- |
| | | Page, | | | | 20-09.pdf |
| | | Endorseme | | | | |
| | | nt or Rider | | | | |

NATIONWIDE LIFE INSURANCE COMPANY One Nationwide Plaza Columbus, Ohio 43215-2220

Fixed Account Endorsement to Group Flexible Premium Variable Universal Life Insurance Policy and Certificates

General Information Regarding this Endorsement

This Fixed Account Endorsement ("Endorsement") revises the terms and conditions of the policy and certificates to which it is attached. To the extent the terms of the policy and certificates and this Endorsement are inconsistent, the terms of this Endorsement shall control. Non-defined terms shall have the meaning given to them in the policy and certificates.

Purpose

The purpose of this Endorsement is to add a fixed investment option to the policy and certificates to which this endorsement is attached.

Definitions

The following definition is deleted from the policy and certificates and replaced in its entirety as follows:

Cash Value – The Cash Value is the sum of the Cash Value in each of the Sub-Accounts, the Fixed Account, and the Loan Account. The Cash Value in each Sub-Account is based on the accumulation unit value in effect for that Sub-Account. Refer to the Nonforfeiture Provision and the Valuation of Assets in the Variable Account Provision for details.

The following definitions are added to the policy and certificates:

Fixed Account – An interest-bearing investment option funded by our General Account.

The Fixed Account

The Fixed Account is funded by our General Account. In addition to allocating your Net Premiums to one or more of the Sub-Accounts described in the Variable Account Provision, you may direct part of your Net Premiums into the Fixed Account.

Fixed Account Transfers

You may transfer amounts to and from the Fixed Account and the Sub-Accounts without penalty subject to the Fixed Account Restrictions section of this Endorsement. Our failure to exercise our rights under this section shall not be construed as a waiver of our rights.

Fixed Account Restrictions

Fixed Account allocations and transfers are subject to the following limitations:

- we may limit allocations to the Fixed Account to no more than 25% of the Cash Value.
- 2. we may refuse transfers to the Fixed Account if the Fixed Account is greater than or equal to 25% of the Cash Value.
- we may limit you to one transfer from the Fixed Account to the Sub-Accounts during any ninety day period.
- 4. we may limit the amount transferred from the Fixed Account to the Sub-Accounts during a Certificate Year to the greater of:
 - (a) 10% of that portion of the Cash Value attributable to the Fixed Account at the end of the prior Certificate Year; and
 - (b) 120% of the amount transferred from the Fixed Account during the preceding Certificate Year.

Cash Value and the Fixed Account

The Cash Value in the Fixed Account is zero unless some or all of the Cash Value is allocated to the Fixed Account. The Cash Value in the Fixed Account on the Initial Investment Date is equal to the portion of the Net Premium allocated to the Fixed Account, if any, minus a pro-rata monthly deduction for the month following the Certificate Date. The Cash Value in the Fixed Account on each subsequent Valuation Date is equal to:

- 1. the Cash Value in the Fixed Account on the preceding Valuation Date; plus
- any interest credited during the current Valuation Period; plus
- any Net Premiums or other amounts allocated to the Fixed Account during the current Valuation Period; minus

VLO-0799-M1 (04/2009)

- 4. any amounts transferred from the Fixed Account during the current Valuation Period; minus
- 5. the portion of any monthly deductions which are due and charged to the Fixed Account during the current Valuation Period; minus
- 6. any partial Surrender amounts allocated to the Fixed Account during the current Valuation Period.

Any Cash Value allocated to the Fixed Account will be credited interest daily. The Guaranteed Minimum Interest Crediting Rate for the Fixed Account is 2.0% as an annual effective rate. Interest in excess of the minimum guaranteed rate may be credited.

The values available under the policy and certificates are not less than the minimum values and benefits required by or pursuant to the insurance law of the state in which the policy is delivered. Where required, we have filed our method for determining current interest rates with the regulator in the State of Issue.

Cash Value

Item 5 of the description of how the Cash Value in the Loan Account is deleted in its entirety and replaced as follows:

5. is any amount of interest transferred from the Loan Account to the Variable Account or the Fixed Account during the current Valuation period.

Monthly Deductions

The Monthly Deduction provision of the policy and certificates is deleted in its entirety and replaced as follows:

MONTHLY DEDUCTION: The monthly deduction for each Certificate shall be calculated as:

- 1. the monthly cost of insurance; plus
- 2. the monthly cost of any additional benefits provided by Riders; plus
- 3. the monthly mortality and expense risk charges; plus
- 4. the monthly expense charge; plus

Roll w. Home I

5. the monthly investment expense charge of those Sub-Accounts for which the Company is providing investment management and other services.

Secretary

charge will be charged proportionately to the Cash Value in each Sub-Account and the Fixed Account. The monthly mortality and expense risk charges, and monthly investment expense charge of those Sub-Accounts for which the Company is providing investment management and other services will be charged proportionately to each Sub-Account. The monthly deduction will be made on the Certificate Date and each Monthly Anniversary Day.

The monthly cost of insurance, monthly cost of any

additional benefits provided by Riders, and monthly expense

Complete Surrender

The Complete Surrender provision of the policy and certificates is amended to add the following:

The Cash Surrender Value will be determined at least monthly. With respect to the Fixed Account, if Surrender is requested within 30 days after a Policy Anniversary, the Cash Surrender Value attributable to the Fixed Account will not be less than the Fixed Account value on that Policy Anniversary, less any Policy loans, partial Surrenders, and transfers taken on or after such Policy Anniversary.

Partial Surrender

The Partial Surrender provision of the policy and certificates is amended to add the following:

Partial Surrenders will be made from the Fixed Account only when insufficient amounts are available in the Sub-Accounts.

Loan Provisions

The Loan Provision is amended to add the following:

Loan amounts will be transferred from the Fixed Account only when insufficient amounts are available in the Variable Account. We reserve the right to require that any loan repayments resulting from loans transferred from the Fixed Account must be allocated to the Fixed Account.

Postponement of Payments

The Postponement of Payments provision is amended to add the following:

3. with regard to amounts allocated to the Fixed Account, payments for surrenders, except partial surrenders used to pay premium, and certificate loans may be deferred for up to six months.

President

Sit abolle

VLO-0799-M1 (04/2009)

Company Tracking Number: VLO-0799-M1

TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium

Product Name: Fixed Account Endorsement

Project Name/Number:

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Certifications Attachment: AR CERT.pdf



ARKANSAS

Certificate of Compliance

| _ |
|---|

Form Numbers: VLO-0799-M1, Amendatory Endorsement for Fixed Account

I have reviewed or supervised the review of the above forms. To the best of my knowledge and belief, they are in compliance with the rules and requirements of Regulation 19 and 49 of the Arkansas Statute, ACA 23-80-206, ACA 23-79-138, and Bulletin 11-88.

You have our assurance that any maximum cost of insurance changes and/or any minimum accumulation rates will be re-filed with the department

These forms also meet the Flesch readability requirements as explained in Title 23-80-206 of the Arkansas Insurance Code.

John H. Crow, ChFC, CLU, FLMI

Associate Vice President

NF Compliance Date: 06-04-10

HOME OFFICE: ONE NATIONWIDE PLAZA•COLUMBUS, OH 43215-2220